IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 52 OF 2007
IN
SUIT NO. 1500 OF 1983

Leela Govinds Menon .. Plaintiff.

V/s.

Akhtar Ahmed Rizvi .. Defendant.

Mr.M.P.S.Rao i/by R.G.Singh for the Plaintiff to show cause.

Mr.Rajiv Narula i/by M.J.Shetty for the Defendant in support of the Notice of Motion.

CORAM : S. A. BOBDE, J.

DATED : 23rd JANUARY, 2007.

P.C.:

. After hearing the matter for some time, the parties have agreed to the following terms at this stage :

i. The plaintiff states that she has already entered into an agreement to lease and to part with the possession under a leave and licence agreement of the shop in the building on Plot No.107, in her possession, to a party after giving that party a notice of the pendency of this dispute.

ii. The plaintiff states that she will not claim equities for the purpose of the disputed FSI, merely because a leave and licence has been created. This statement is without prejudice to her possession that she has not use any FSI to which the defendant is entitled.

iii. The plaintiff states that she will submit to the defendant name and address of the person with whom she has entered into with the aforesaid leave and licence agreement. The defendant is ready and willing to complete the transaction/ agreement pertaining to the transfer of the FSI in his favour.

iv. The plaintiff shall inform the defendant, if there is any change in the occupant of the shop,which now given on leave and licence.

2. The Notice of motion stands disposed in the above terms.

3. Order accordingly.

(S.A.BOBDE,J.)

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